

**Administrative Office of the Courts  
Supreme Court of New Mexico**



Joshua Kahawai  
Program Manager  
Language Access Services  
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202 E. Marcy Street  
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**REQUEST FOR PROPOSALS  
CERTIFIED SPANISH COURT INTERPRETER SERVICES**

**Issue Date: March 21, 2023**

**Proposal Due Date: Monday, April 24, 2023 - no later than 3:00 pm MT**

**A. Confirmation of Receipt**

Potential offerors must confirm receipt of this RFP by sending an e-mail to Joshua Kahawai, Procurement Manager, at [spanishinterpreters@nmcourts.gov](mailto:spanishinterpreters@nmcourts.gov), with “Spanish Court Interpreter RFP Confirmation” in the subject line. The body of the e-mail shall include the potential offeror’s name, address, e-mail address, and phone number. Only potential offerors who have confirmed receipt of the RFP will be placed on the RFP Distribution List and will receive written answers to questions regarding the RFP and any amendments to the RFP.

**B. Procurement Manager/Questions**

Questions regarding this RFP must be submitted in writing to Joshua Kahawai, Procurement Manager, by e-mail at [spanishinterpreters@nmcourts.gov](mailto:spanishinterpreters@nmcourts.gov) with the phrase “Spanish Certified Court Interpreter RFP Question” in the subject line. Written questions must be received by **April 10, 2023**. Written responses will be e-mailed to all offerors on the RFP Distribution List on or before **April 12, 2023**.

**C. Sequence of Events**

The Procurement Manager will make every effort to adhere to the following schedule:

	<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1.	Issue RFP	AOC	March 21, 2023

	<b><u>Action</u></b>	<b><u>Responsibility</u></b>	<b><u>Date</u></b>
2.	Deadline to submit written questions	Potential offerors	April 10, 2023
3.	Response to written questions & RFP amendments	AOC	April 12, 2023
4.	Submission of proposal	Offeror	April 24 2023
5.	Submit Campaign Contribution disclosure	Offeror	April 24 2023
6.	Proposed evaluations and selection of finalists	Evaluation Committee	April 24-28, 2023
7.	Best and final offers from finalists (if requested)	Offerors	April 28, 2023
8.	Finalize offer/Award contract	Offeror/AOC	May 1, 2023
9.	<b><u>Protest deadline</u></b>	<b><u>Potential Offeror</u></b>	<b><u>May 15, 2023</u></b>

#### **D. Purpose**

The use of competent New Mexico certified court interpreters in proceedings involving speakers of languages other than English is critical to ensure that justice is carried out fairly for defendants and other justice system stakeholders. The Court Interpreters Act (38-10-1 through 38-10-8 NMSA 1978) provides that the Administrative Office of the Courts (AOC) shall prescribe, determine, and certify the qualifications of persons who may serve as certified spoken language interpreters in New Mexico.

The AOC is responsible for (a) maintaining the Directory of Certified Court Interpreters and the Registry of Justice System Interpreters, (b) adopting an approved fee schedule for certified interpreters, and (c) adopting and promulgating rules and regulations necessary to carry out the provisions of the Court Interpreters Act.

In accordance with the appropriate sections of the New Mexico Procurement Code (Chapters 13-1-28 through 13-1-199 NMSA 1978 amended), the AOC is accepting sealed proposals to retain New Mexico certified Spanish court interpreters to provide interpreter services in all of the district, metropolitan and magistrate courts statewide.

#### **E. Scope of Services**

The Offerors will provide court interpreting services as assigned through the centralized web-scheduling system as follows:

1. Deliver sight translation, consecutive, and simultaneous interpreting services in the language pair(s) that the Contractor is recognized by the AOC to provide while present at

proceedings, hearings, and direct service contexts (e.g., clerk’s window, jury deliberations, court-ordered services) and at various locations, which may include jails or detention centers, hospitals, or off-site locations determined by the court.

2. Deliver sight translation, consecutive, and simultaneous interpreting services in the language pair(s) the Contractor is recognized by the AOC to provide via telephone or video from a specified New Mexico State Court location or from the Contractor’s home or office per the assignment details as confirmed through the scheduling system and the Coordinator.

3. Provide accurate and complete information as required for statistical reporting systems and completion of invoices.

Additionally, in fulfilling the services described above, the successful Offerors must provide timely submission of invoices and backup material as requested by the AOC.

The AOC will direct and control the manner in which work is performed including conditions under which individual interpreters will report; when, where and the manner in which its interpreters will report; and the job assignments of its individual interpreters subject to the requirements of the Courts. AOC will set the hours of work for interpreters in accordance with the needs of the Courts statewide.

**F. Compensation – AOC Court Interpreter Fee Rates**

The interpreters will be paid in accordance with AOC’s Court Interpreter Fee Rates below.

<b>Spanish Certified</b>	<b>Fee per Hour for Interpreting: \$55.00</b>	<b>Fee per Hour for Travel Time: \$34.00</b>
<b>Spanish Justice System Interpreter</b>	<b>Fee per Hour for Interpreting: \$38.00</b>	<b>Fee per Hour for Travel Time: \$19.00</b>

Offeror will be required to maintain all records (including source documentation) as evidence of costs incurred.

**G. Technical Specifications**

**Offerors must respond to each of the following specifications by listing the specification followed by the Offerors’ response in the same order in which they appear in the RFP.**

1. **Experience/History:** Offeror **must** provide a description of his/her experience and history providing Spanish Court Interpreting Services (including their familiarity with, and experience resolving, problems associated with this service). Offeror’s response **must** also include a description of his/her areas of specialization and expertise, client base (including other currently held contracts or agreements with state and/or local government entities). The response **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and **must** include the extent of their experience, expertise and knowledge as a provider of Court Interpreter Services.

2. **Recommendations or References:** Two letters of recommendations of work performed from other or previous clients receiving similar services similar to those proposed by the Offeror for this contract. Offerors who have not provided court interpreter services in any capacity shall include two references.

3. **Mandatory Qualifications:** Offerors must meet the following mandatory qualifications:
  - a. Be classified by AOC as a New Mexico Certified Spanish Court Interpreter, New Mexico Justice System interpreter or hold a Court Interpreter Reciprocal Certification with New Mexico. Attach proof of New Mexico Court Interpreter Certification, Justice System Interpreter or Reciprocal Certification with New Mexico.
    - b. Successfully completed a background check conducted by the AOC.
    - c. Not an employee with the State Courts System.
  - d. Ability and willingness to communicate promptly and clearly with AOC administrative staff, and comply with contract requirements, program guidelines, financial processes, and other requirements regarding all matters concerning interpreter scheduling, etc.

#### **H. Business Specifications:**

1. **Letter Proposal:** Letter proposal should include the following:
  - a. Offeror Information: Official business name, address (both physical and mailing), telephone, email address, and fax numbers; type of business such as sole proprietorship, partnership or corporation, including the state of incorporation; and length of time in business.
  - b. Statement describing how Offeror meets the mandatory qualifications.
  - c. Statement that the Offeror acknowledges s/he has read and hereby agrees to invoice according to the AOC's Court Interpreter Fee Rates.
  - d. Statement that Offeror can comply with the requirements of the attached draft contract (See Appendix E).
  - e. Statement that Offeror has successfully passed AOC's required law enforcement background check.
  - f. Attach copy of a current resume.
2. **Campaign Disclosure:** Offerors must complete a Campaign Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accompanied whether or not an applicable contribution has been made. (See Appendix C)
3. **New Mexico Preferences:** To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.
  - a. New Mexico Business Preference
  - b. New Mexico Resident Veterans Business PreferenceIn addition to a copy of the certification, the Offeror must sign and complete the Resident Veterans Preference Certificate form, as provided in this RFP.

#### **I. Contract**

Selected Offerors shall work as independent contractors for the entire term of the contract and shall be responsible for all his/her state and federal taxes and all licensing or training costs required to

qualify for this contract. Offerors will provide all services described in this RFP. A copy of a draft contract is attached at Appendix E. Offerors interested in submitting a letter proposal in response to this RFP should review the draft contract to ensure that they are able to meet all the contractual requirements. Office space for the purpose of fulfilling duties pursuant to the scope of work will not be provided.

The Offeror will not be exclusively bound to the AOC and may provide interpreting services to other private and public entities.

**J. Term**

Proposals are being considered for Fiscal Year 2024, July 1, 2023 through June 30, 2024. Under the terms of Section 13-1-150, contracts may be subject to four (4) extensions, not to exceed a total of four (4) years.

**K. Rejection/Cancellation/Acceptance**

The AOC reserves the right to reject any or all proposals, in whole or in part, and to cancel this RFP at any time when it is in its interest to do so, and to base all conclusions, decisions, and actions on what the AOC determines is in the best interest of the State Courts System. Discussions may be conducted with Offerors who submit proposals determined to be reasonably likely of being selected for the award but proposals may be accepted without such discussions.

**L. Evaluation of Letter Proposals**

All letter proposals will be reviewed by the Procurement Manager for compliance with the mandatory requirements stated within the RFP. The AOC will evaluate all letter proposals. Proposals deemed non-responsive will be eliminated from further consideration. The Procurement Manager may contact the offeror for clarification of the response. Letter proposals will be evaluated and scored by an Evaluation Team appointed by the AOC.

The following criteria are the basis for award of this proposal:

<b>Factors – corresponds to Sections F and G</b>	<b>Points Available</b>
<b>Technical Specifications – See Section F</b>	
1. Experience/History	<b>35</b>
2. Recommendations or References	<b>30</b>
3. Mandatory Qualifications	<b>35</b>
<b>Business Specifications – See Section G</b>	
1. Letter Proposal	Pass/Fail
2. Signed Campaign Contribution Disclosure Form	Pass/Fail
<b>TOTAL</b>	<b>100 Points</b>
1. New Mexico Preference - Resident Vendor Points per Section G	

2. New Mexico Preference - Resident Veterans Points per Section G	
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Offerors with the highest scores will be selected as finalists based upon the letter proposals submitted. Finalist Offerors who are asked or choose to submit revised letter proposals for the purpose of obtaining best and final offers will have points recalculated based on their revised proposal. The Offeror whose proposal is most advantageous to the AOC, taking into consideration the evaluation factors, will be recommended for contract award. A serious deficiency in the response to any one factor may be grounds for rejection, however, regardless of overall score.

**M. Submittal Requirements**

1. Letter proposals **must** be typed on white letter-size paper.
2. Please email proposals as designated herein by the advertised deadline with subject line: **“Spanish Court Interpreter Services”**
3. **Due: April 24, 2023, 3:00 PM MT** Any proposal received after the advertised deadline **will not** be considered for the award.
4. Email proposal to: [spanishinterpreters@nmcourts.gov](mailto:spanishinterpreters@nmcourts.gov)
5. AOC will not be liable in any way for any costs incurred by vendors in the preparation and delivery of their responses to the RFP nor for any subsequent discussions.

**N. Protest Deadline**

Any protest by an Offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The 15-calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 P.M. Mountain Standard Time/Daylight Time on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. **Emailed protests will NOT be accepted.** The written protest must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. **ALL** protests must be delivered to

**ADMINISTRATIVE OFFICE OF THE COURTS**

**Attn:** [Joshua Kahawai](mailto:Joshua.Kahawai@nmcourts.gov)  
**202 E. Marcy Street**  
**Santa Fe, NM 87501**  
**(505) 231-1681**  
**[spanishinterpreters@nmcourts.gov](mailto:spanishinterpreters@nmcourts.gov)**

Protests received after the deadline will not be accepted.

**NOTE:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kick-backs.

**APPENDIX A:**

**ACKNOWLEDGEMENT OF RECEIPT FORM  
REQUEST FOR PROPOSALS  
CERTIFIED SPANISH COURT INTERPRETER SERVICES**

In acknowledgement of receipt of this Request for Proposal (RFP), the undersigned agrees that s/he/they has received a complete copy, beginning with the title page and table of contents, and ending with Attachments.

The acknowledgement of receipt should be signed and emailed to the AOC Procurement Manager **no later than 3:00 p.m. MDT on April 24, 2023**. Only potential Offerors who elect to return this form, which has been completed with the indicated intention of submitting a proposal, will receive copies of all Offeror written questions and the AOC's written responses to those questions, as well as any RFP amendments that may be issued.

**DISTRICT(S) APPLYING FOR:**

**ORGANIZATION:**

**REPRESENTED BY:**

**TITLE:**

**PHONE NO.:** \_\_\_\_\_ **FAX No.:**

**ADDRESS:**

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:**

**E-MAIL:**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

This name and address will be used for all correspondence related to the Request for Proposal.

Your firm does/does not (circle one) intend to respond to this Request for Proposal.

Send Acknowledgement to:

**Attn: [Joshua Kahawai](#)  
202 E. Marcy Street  
Santa Fe, NM 87501  
(505) 231-1681  
[spanishinterpreters@nmcourts.gov](mailto:spanishinterpreters@nmcourts.gov)**

**APPENDIX B:**

**LETTER OF TRANSMITTAL**

**RFP NUMBER:**

**APPLICANT:**

**TITLE:**

**PHONE NO.:** \_\_\_\_\_ **FAX No.:**

**ADDRESS:**

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:**

**E-MAIL:**

**PROPOSAL DATE:**

**PROPOSAL DEADLINE:**

**FEDERAL TAX NO.:**

**NM GROSS RECEIPTS TAX NO.:**

The proposer understands that the AOC reserves the right to reject any or all proposals and to waive any irregularities in order to award the bid in the best interest of the State of New Mexico.

I hereby certify that I am authorized to act on behalf of the company making this proposal and that all statements made in this document are true and correct to the best of my knowledge.

**SIGNATURE**



## APPENDIX C:

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, *et seq.*, NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the Contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the Contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process; or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

**THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**“Applicable public official”** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**“Family member”** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

**“Pendency of the procurement process”** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**“Prospective contractor”** means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

**“Representative of a prospective contractor”** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: \_\_\_\_\_  
(Completed by State Agency or Local Public Body)

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution made by:

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title or Position

**--OR--**

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE** to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title or Position

**APPENDIX D:**

**Resident Veterans Certification**

New Mexico Preference Resident Veterans Certification

**Reminder: A copy of Resident Veterans Preference Certificate must be submitted with the proposal in order to ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended).**

\_\_\_\_\_ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

**Please check one box only**

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

“I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

“In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under NMSA 1978, § 13-1-21 or 13-1-22, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

“I understand that knowingly giving false or misleading information on this report constitutes a crime.”

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

\_\_\_\_\_  
Signature of Business Representative\*

\_\_\_\_\_  
Date

\*Must be an authorized signatory for the Business. The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or termination of award of the procurement involved if the statements are proven to be incorrect.

APPENDIX E:

SAMPLE CONTRACT

STATE OF NEW MEXICO  
ADMINISTRATIVE OFFICE OF THE COURTS  
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of July 2024, by and between the Administrative Office of the Courts, hereinafter referred to as the “AOC,” and other party name,, hereinafter referred to as the “Contractor.”

ADDRESS OF CONTRACTOR:

PHONE NUMBER OF CONTRACTOR:

Email Address:

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the following work:

Provide court-interpreting services as assigned through the centralized web-scheduling system by Regional Coordinators (Coordinator), as follows:

- A. Deliver sight translation, consecutive, and simultaneous interpreting services in the language pair(s) that the Contractor is recognized by the AOC to provide while present at proceedings, hearings, and direct service contexts (e.g., clerk’s window, jury deliberations, court-ordered services) and at various locations, which may include jails or detention centers, hospitals, or off-site locations determined by the court.
- B. Deliver sight translation, consecutive, and simultaneous interpreting services in the language pair(s) the Contractor is recognized by the AOC to provide via telephone or video from a specified New Mexico State Court location or from the Contractor’s home or office per the assignment details as confirmed through the scheduling system and the Coordinator.
- C. Provide accurate and complete information as required for statistical reporting systems and completion of invoices.
- D. Agree to utilize the AOC-approved invoice(s) and itemized schedule, included as Attachment C to this agreement unless otherwise instructed by the AOC.
- E. Acknowledge receipt and hereby agree to abide by the following:

*New Mexico Judiciary’s Court Interpreter Code of Professional Responsibility, Attachment A to this agreement;*

*Court Interpreter Assignment and Payment Protocols, Attachment B to this agreement;*

*Court Interpreter Payment Schedule and Policy & Procedure for Reimbursement of Expenses; Attachment C to this agreement;*

*Court Interpreter Continuing Education Policy, Attachment D to this agreement;*

*Court Interpreter Background Check Policy; Attachment E to this agreement.*

2. Compensation

A. The AOC will reimburse the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work XXX(\$XXX); such compensation not to exceed XXX dollars (\$XX), including gross receipts tax, upon submission of an AOC-approved invoice by the Contractor and no compensation shall be made prior to the delivery of services. The Contractor must invoice the AOC within thirty (30) days of completion of the assignment. Later billing may result in reduced compensation and or no payment. If the invoice is not received within thirty (30) days of the service date, a fifteen percent (15%) reduction of the total invoice amount will be subtracted. If the invoice is not received within sixty (60) days of the service date, the invoice will not be paid.

The total amount payable to the Contractor under this Agreement, including gross receipts tax, shall not exceed XXX (\$XXX).

These amounts are a maximum and not a guarantee that the work assigned to be performed by the Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. The Contractor is responsible for notifying the AOC when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

If additional funds become available during the fiscal year, this Agreement may be increased by up to XXX dollars (\$XX) and these funds will be used for the provision of court-interpreting services at the above referenced rates, including gross receipts taxes. Should this occur, the AOC will send a letter to the Contractor stating the increased amount and the purpose for which the funds shall be used.

B. Payment is subject to the availability of funds in FY24, and subsequent fiscal years, pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work.

C. The Contractor must submit a detailed statement accounting for all services performed and expenses incurred using only the AOC-approved invoices and completed as instructed by the AOC. The AOC reserves the right to change methods for submitting invoices. Upon certification by the AOC that the services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of receipt by the AOC. AOC shall pay interest at a rate of 1.5% every thirty (30) days for failure to render payment to Contractor within thirty (30) days of receipt and acceptance. Interest shall accrue from the thirtieth (30th) day forward every thirty (30) days until payment on the original invoice is rendered. Payment of the original invoice amount terminates accrual of interest. The Contractor is required to notify AOC of interest due to

the Contractor; payment of interest will not be automatic. All payments will be made through direct deposit only.

D. The New Mexico Department of Finance & Administration will issue a 1099 Form to the Contractor in January of each year in which the Contractor has been paid six hundred dollars (\$600.00) or more for all services rendered to the state.

3. Term.

THIS AGREEMENT runs from July 1, 2023, until June 30th, 2024, unless terminated pursuant to Paragraph 4 (Termination), or Paragraph 5 (Appropriations). In accordance with NMSA 1978, Section 13-1-150 (2018) no contract term for a professional services contract, including extensions and renewals, shall exceed four (4) years, except as set forth in Section 13-1-150. Any extension of this contract is dependent upon the Contractor's fulfillment of continuing education requirements, compliance with the NM Code of Professional Conduct, and compliance with the requirements detailed herein.

4. Termination.

A. Termination of Agreement.

THIS AGREEMENT may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the AOC's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the AOC is the terminating party, or the Contractor's sending of the notice of termination if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the AOC, or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. The AOC may terminate this agreement without cause at any time upon a thirty-day (30-day) notice to the Contractor. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE EITHER PARTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE OTHER PARTY'S DEFAULT/BREACH OF THIS AGREEMENT."

B. Termination Management.

Immediately upon receipt by either the AOC or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services, or any other expenditure of funds under this Agreement without the written approval of the AOC; 2) comply with all directives issued by the AOC in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the AOC shall direct for the protection,

preservation, retention or transfer of all property titled to the AOC and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become the property of the AOC upon termination and shall be submitted to the AOC as soon as practicable.

5. Appropriations. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the AOC to the Contractor. The AOC's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the AOC proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment. The Contractor will be paid for confirmed assignments completed and billed within thirty (30) days of completion of the assignment.

6. Status of Contractor. The Contractor and its agents and employees are independent contractors performing professional services for the AOC and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment, and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment. The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the AOC.

8. Subcontracting. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the AOC.

9. Release. Final payment of the amounts due under this Agreement shall operate as a release of the AOC, its officers and employees, and the State of New Mexico from all liabilities, claims, and obligations whatsoever arising from or under this Agreement.

10. Confidentiality. Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the AOC.

11. Product of Service – Copyright. All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the AOC no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act. The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee, or former state employee have been followed.

13. Amendment. This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the parties hereto and all other required signatories.

If the AOC proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

14. Merger. This Agreement incorporates all the Agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements, and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for Violation of Law. The Procurement Code, NMSA 1978, Sections 13-1-28 through -199 (1984, as amended through 2015) imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

16. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If the Contractor is found not to be in compliance with these requirements during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law. The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1 (G) (1988). By execution of this Agreement, the Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation. The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the AOC.



19. Records and Financial Audit. The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the AOC, the Department of Finance and Administration, and the State Auditor. The AOC shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the AOC to recover excessive or illegal payments.

20. Indemnification. The Contractor shall defend, indemnify and hold harmless the AOC and the State of New Mexico from all actions, proceedings, claims, demands, costs, damages, attorneys' fees, and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit, or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant, or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the AOC and the Risk Management Division of the New Mexico General Services Department by certified mail.

21. Invalid Term or Condition. If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

22. Enforcement of Agreement. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

23. Notices. Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. Postal Service, either first-class or certified, return receipt requested, postage prepaid, as follows:

To the AOC:

Joshua Kahawai, Language Access Services Program Manager  
NM Administrative Office of the Courts  
202 East Marcy Street  
Santa Fe, NM 87501  
Email: aocjmk@nmcourts.gov

To the Contractor:

Name  
Business Name/Organization  
Address:  
City/State/Zip

Email:

24. Authority. If the Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of the Contractor represents and warrants that he or she has the power and authority to bind the Contractor and that no further action, resolution, or approval from the Contractor is necessary to enter into a binding contract.

Signed by the parties on the dates indicated:

STATE OF NEW MEXICO, ADMINISTRATIVE OFFICE OF THE COURTS

\_\_\_\_\_  
Arthur W. Pepin, AOC Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Celina Jones, General Counsel

\_\_\_\_\_  
Date

CONTRACTOR

\_\_\_\_\_  
Name and Title  
Business Name/Organization  
Address:  
City/State/Zip:  
email address:

\_\_\_\_\_  
Date

THE FOLLOWING ARE NEITHER PARTIES NOR PRIVIES TO THIS AGREEMENT:

The Records of the Taxation and Revenue Department reflect that the CONTRACTOR is registered for payment of the New Mexico gross receipts tax. Taxation and Revenue is only verifying registration and will not confirm or deny any taxability statements contained in this contract.

Yes CRS # (11-digit)\_\_\_\_\_

No\_\_\_\_\_

By: \_\_\_\_\_  
Taxation and Revenue Department

\_\_\_\_\_  
Date